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8 Attorneys for Defendant
9 KEY EQUIPMENT FINANCE INC.,
10 Successor in interest to
11 KEY CORPORATE CAPITAL INC.

12
13 IN THE UNITED STATES DISTRICT COURT
14 THE NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION

16 TECHNOLOGY CREDIT
17 CORPORATION,

18 Plaintiff,

19 v.

20 KEY EQUIPMENT FINANCE INC.,
21 KEY CORPORATE CAPITAL INC.,

22 Defendant.

23 } Case No. C 08 03605 PVT
24 } ORDER ON
25 } STIPULATION TO DISMISS
26 } WITHOUT PREJUDICE

27 DAVIS WRIGHT TREMAINE LLP
28

COME NOW Defendant KEY EQUIPMENT FINANCE INC., successor in interest to KEY CORPORATE CAPITAL INC. ("Defendant") and Plaintiff TECHNOLOGY CREDIT CORPORATION ("Plaintiff") and do hereby stipulate and agree as follows:

WHEREAS, after arms-length negotiations, Plaintiff and Defendant have reached agreement on and entered into a settlement by way of a Settlement Agreement and Stipulation for Entry of Judgment, and,

WHEREAS, as reflected in that Settlement Agreement and Stipulation for Entry of Judgment, Plaintiff and Defendant have settled all matters asserted or that could have been asserted in the Complaint up to the date of the execution of those documents, and,

WHEREAS, the precise terms of the settlement will be determined following resolution of a related matter, *BellSouth Telecommunications, Inc. v. Key Equipment Finance Inc.*, Northern District of Georgia, Case No. 1:08-CV-3595, and,

WHEREAS, the parties have agreed that this matter will be dismissed without prejudice, but that the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement between the parties, in the event that Defendant defaults on the terms of the Settlement Agreement and Stipulation for Entry of Judgment and, following notice as required by those documents, Plaintiff becomes entitled to file and enforce the Stipulation for Entry of Judgment.

NOW, THEREFORE, the parties do agree as follows:

1. This matter shall be and hereby is dismissed without prejudice;
2. The court shall retain jurisdiction to enforce the terms of the Settlement Agreement and Stipulation for Entry of Judgment entered between the parties;
3. In the event of a breach of the Settlement Agreement by Defendant, the Court will set aside the dismissal and Plaintiff may submit the Stipulated Judgment for issuance and entry by the Court. Plaintiff may seek this relief following notice to Defendant by Plaintiff as required by the Settlement Agreement and Stipulation

for Entry of Judgment, via an *ex parte* application for an order to set aside the dismissal (with notice to Defendant), to enable Plaintiff to submit the Stipulation for Entry of Judgment to the Court for execution and entry.

Dated: May 20, 2009

DAVIS WRIGHT TREMAINE LLP

By: /s/ Rochelle L. Wilcox

Attorneys for Defendant
KEY EQUIPMENT FINANCE INC.,
Successor in interest to
KEY CORPORATE CAPITAL INC.

Dated: May 20, 2009

LAW OFFICES OF KATHERINE S. CLARK

By: /s/ Katherine S. Clark

The filer attests that Katherine Clark's authorization to include her e-signature was obtained via email on May 19, 2009

Attorneys for Plaintiff
TECHNOLOGY CREDIT CORPORATION

DAVIS WRIGHT TREMAINE LLP

IT IS SO ORDERED.

DATED: 5/20/09



PATRICIA V. TRUMBULL

UNITED STATES MAGISTRATE JUDGE